

FILED
RICHARD W. NAGEL
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U.S. DISTRICT COURT
SOUTHERN DIST. OHIO
EAST DIV. COLUMBUS

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

UNITED STATES OF AMERICA,

:

PLAINTIFF,

:

vs.

:

CASE No. 2:16-cr-148

JUDGE

Marbley

RICHARD MORIN,

:

18 U.S.C. § 371

DEFENDANT.

:

INFORMATION

THE UNITED STATES ATTORNEY CHARGES:

COUNT ONE

18 U.S.C. § 371 – Conspiracy

GENERAL ALLEGATIONS:

At all times relevant to this Information:

1 Defendant RICHARD MORIN lived and worked in Connecticut and was president and sole owner of PIC, which was a company also located in Connecticut that was in the business of selling imaging equipment and contracts for servicing that equipment.¹

¹ Initials of unindicted persons and entities are used throughout. The true names are known to the United States and to Defendant.

2. CI was a company located in Delaware County, Ohio, that sold imaging equipment and contracts to service imaging equipment nationwide. Prior to July, 2012, PIC was doing business with CI as a reseller of servicing contracts in the New England area.

3. FD, an unindicted co-conspirator, lived and worked in central Ohio. Through on or about July 9, 2012, FD was an employee of CI, working as the national sales manager. From the date of his termination from CI in July, 2012, through on or about April 9, 2016, FD sold imaging equipment servicing contracts for PIC as an independent contractor using the business name LD. From on or about sometime in December, 2011, through the date of his termination by CI, FD also aided the sale and personally sold such contracts for PIC, both as an individual and through LD, unbeknownst to CI.

4. Josh Fetter was an acquaintance of FD's who lived in Morrow County, Ohio, and worked nearby, but never worked for Defendant RICHARD MORIN, FD, PIC, LD, or CI in any capacity.

CONSPIRACY:

5. From on or about November, 2011, through on or about April, 2016, in the Southern District of Ohio, the District of Connecticut and elsewhere, Defendant RICHARD MORIN and other co-conspirators not named in this Information, both known and unknown to the United States Attorney, did knowingly and intentionally combine, conspire, confederate, and agree together and with each other to violate laws of the United States, to wit:

causing the transmission of a communication in interstate or foreign commerce by wire for the purpose of executing a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, in violation of 18 U.S.C. § 1343.

THE OBJECTS OF THE CONSPIRACY

6 The objects of the conspiracy were:

a) to have FD use an alias while negotiating and making sales for Defendant RICHARD MORIN's company, PIC, while FD was still employed by CI;

b) to have FD communicate with CI customers, and with Defendant RICHARD MORIN and PIC salesmen using a PIC email account in the name of FD's alias, "J Fetter" while FD was still employed by CI;

c) to transfer confidential customer and sales information from CI for use by FD, by Defendant RICHARD MORIN and by PIC;

d) to use CI's confidential customer and sales information regarding contract renewal dates, imaging equipment details, and pricing to make sales to CI's customers for PIC; and

e) to split profits from PIC sales equally between Defendant RICHARD MORIN and FD.

THE MANNER AND MEANS OF THE CONSPIRACY

7. It was part of the manner in which the conspiracy operated that the defendant, RICHARD MORIN and others, including co-conspirators not named in this Information, both known and unknown to the United States Attorney, used the following means:

- a. CI national sales manager, FD, negotiated a contract for PIC, while he was still employed by CI to obtain service contracts through "I4" to service the imaging equipment of PIC's customers;
- b. Defendant RICHARD MORIN and FD entered into an agreement to pay FD and/or a newly formed company, LD, an equal portion of any profits from future PIC business;
- c. FD proposed to Defendant RICHARD MORIN that FD begin making sales for PIC while he was still employed as national sales manager of CI and to use an alias to contact CI's customers and others in order to make those sales;
- d. FD originally used the name "Josh Fetter," a real person known to FD, as his alias without the real Josh Fetter's knowledge;

- e. FD took from CI for his own use and for the use of Defendant RICHARD MORIN and PIC and its salesmen confidential business and pricing information regarding CI's customers' servicing contracts;
- f. Prior to its agreement with FD, PIC and Defendant RICHARD MORIN's customer base was in the primarily in the northeast part of the United States;
- g. After its agreement with FD, PIC and Defendant RICHARD MORIN sought and obtained business nationwide which was the scope of CI's sales business;
- h. While FD was still employed by CI, Defendant RICHARD MORIN, FD, and PIC pursued and made and/or attempted to make sales of service contracts with CI customers that would have generated gross profit for CI of approximately \$ 300,000;
- i. In the 12 months after FD was terminated by CI, Defendant RICHARD MORIN, FD, and PIC pursued and made and/or attempted to make sales of service contracts with CI customers, using CI's confidential business and pricing information, that were worth approximately \$600,000 in gross profits to CI;
- j. As Defendant RICHARD MORIN well knew, FD caused the real "Josh Fetter" to claim falsely that he worked for PIC and/or Defendant RICHARD MORIN in order to hide the fraud scheme from law enforcement and others; and
- k. Defendant RICHARD MORIN and FD used phone calls and email that traveled interstate to contact each other and to contact CI's customers using the "Josh Fetter" alias.

OVERT ACTS

8. In furtherance of the conspiracy and to effect the objects thereof, Defendant RICHARD MORIN and other co-conspirators known and unknown to the United States Attorney committed and caused to be committed the following overt acts, among others, in the Southern District of Ohio, and elsewhere:

1) On or about February 20, 2012, Defendant RICHARD MORIN set up an email account for FD on PIC's business email in the name of "JFetter@PIC.com."

2) On or about March 15, 2012, from Ohio, FD, using the jfetter@PIC.com account, emailed Defendant RICHARD MORIN in Connecticut through a Yahoo! server located in California regarding the subject "Upcoming Scanner Service Renewal" and stated: "I cannot risk anything yet. I don't want him to meet me as Josh now and Frank later."

3) On or about April, 4, 2012, Defendant RICHARD MORIN, from Connecticut, emailed FD at jfetter@PIC.com in Ohio through a Yahoo! server located in California regarding the subject "Commissions Update" and stated: "Here is what I have on the books so far for us... just keeping you in the loop." The attachment to that email, "Josh Commissions 2012.xlsx" listed only commissions for FD.

All in violation of 18 U.S.C. § 371.

BENJAMIN C. GLASSMAN
Acting United States Attorney


DEBORAH A. SOLOVE (0024552)
Assistant United States Attorney